



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement
Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 200000000031

NOT TO EXCEED AMOUNT:

Begin Date: 10/24/2019

Procurement Folder: 919208

Expiration Date: 10/24/2020

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 10/31/19

Version Number: 2

CONTACT INFORMATION

REQUESTOR:

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

ISSUER:

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

BUYER:

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

CONTRACT DESCRIPTION

MA-Liquid Propane Fuel T115

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000043299: Suburban Propane, L.P.

8475 Selma Highway

Montgomery AL 36108

Contact:

Mike Ingram

3342812750

Jmingram@Suburbanpropane.Com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	1	GAL	\$0.390000	\$0.00			\$0.39	\$0.39
4050353 - PROPANE GAS Barbour County Tank Wagon Delivery LPG 8,499 Gallons or <. Barbour County Tank wagon Delivery LPG 8,499 Gallons or <.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	1	GAL	\$0.375000	\$0.00			\$0.38	\$0.38
4050353 - PROPANE GAS Bibb County Tank Wagon Delivery LPG 8,499 Gallons or <. Bibb County Tank wagon Delivery LPG 8,499 Gallons or <.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	1	GAL	\$0.345000	\$0.00			\$0.35	\$0.35
4050353 - PROPANE GAS Blount County Tank Wagon Delivery LPG 8,499 Gallons or <. Blount County Tank wagon Delivery LPG 8,499 Gallons or <.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	1	GAL	\$0.367000	\$0.00			\$0.37	\$0.37
4050353 - PROPANE GAS Bullock County Tank Wagon Delivery LPG 8,499 Gallons or <. Bullock County Tank Wagon Delivery LPG 8,499 Gallons or <.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	1	GAL	\$0.345000	\$0.00			\$0.35	\$0.35
4050353 - PROPANE GAS Butler County Tank Wagon Delivery LPG 8,499 Gallons or <. Butler County Tank Wagon Delivery LPG 8,499 Gallons or <.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	1	GAL	\$0.345000	\$0.00			\$0.35	\$0.35
4050353 - PROPANE GAS Colbert County Tank Wagon Delivery LPG 8,499 Gallons or <. Colbert County Tank Wagon Delivery LPG 8,499 Gallons or <.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	1	GAL	\$0.345000	\$0.00			\$0.35	\$0.35
4050353 - PROPANE GAS Conecuh County Tank Wagon Delivery LPG 8,499 Gallons or <. Conecuh County Tank Wagon Delivery LPG 8,499 Gallons or <.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	1	GAL	\$0.345000	\$0.00			\$0.35	\$0.35
4050353 - PROPANE GAS Crenshaw County Tank Wagon Delivery LPG 8,499 Gallons or <. Crenshaw County Tank Wagon Delivery LPG 8,499 Gallons or <.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
9	1	GAL	\$0.345000	\$0.00			\$0.35	\$0.35
4050353 - PROPANE GAS Cullman County Tank Wagon Delivery LPG 8,499 Gallons or <. Cullman County Tank Wagon Delivery LPG 8,499 Gallons or <.								

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
10	1	GAL	\$0.345000	\$0.00			\$0.35	\$0.35
4050353 - PROPANE GAS Dale County Tank Wagon Delivery LPG 8,499 Gallons or <. Dale County Tank Wagon Delivery LPG 8,499 Gallons or <.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
11	1	GAL	\$0.345000	\$0.00			\$0.35	\$0.35
4050353 - PROPANE GAS Dekalb County Tank Wagon Delivery LPG 8,499 Gallons or <. Dekalb County Tank Wagon Delivery LPG 8,499 Gallons or <.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
12	1	GAL	\$0.394000	\$0.00			\$0.39	\$0.39
4050353 - PROPANE GAS Fayette County Tank Wagon Delivery LPG 8,499 Gallons or <. Fayette County Tank Wagon Delivery LPG 8,499 Gallons or <.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
13	1	GAL	\$0.345000	\$0.00			\$0.35	\$0.35
4050353 - PROPANE GAS Franklin County Tank Wagon Delivery LPG 8,499 Gallons or <. Franklin County Tank Wagon Delivery LPG 8,499 Gallons or <.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
14	1	GAL	\$0.345000	\$0.00			\$0.35	\$0.35
4050353 - PROPANE GAS Greene County Tank Wagon Delivery LPG 8,499 Gallons or <. Greene County Tank Wagon Delivery LPG 8,499 Gallons or <.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
15	1	GAL	\$0.390000	\$0.00			\$0.39	\$0.39
4050353 - PROPANE GAS Hale County Tank Wagon Delivery LPG 8,499 Gallons or <. Hale County Tank Wagon Delivery LPG 8,499 Gallons or <.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
16	1	GAL	\$0.345000	\$0.00			\$0.35	\$0.35
4050353 - PROPANE GAS Henry County Tank Wagon Delivery LPG 8,499 Gallons or <. Henry County Tank Wagon Delivery LPG 8,499 Gallons or <.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
17	1	GAL	\$0.345000	\$0.00			\$0.35	\$0.35
4050353 - PROPANE GAS Jackson County Tank Wagon Delivery LPG 8,499 Gallons or <. Jackson County Tank Wagon Delivery LPG 8,499 Gallons or <.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
18	1	GAL	\$0.345000	\$0.00			\$0.35	\$0.35
4050353 - PROPANE GAS Lauderdale County Tank Wagon Delivery LPG 8,499 Gallons or <. Lauderdale County Tank Wagon Delivery LPG 8,499 Gallons or <.								

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
19	1	GAL	\$0.345000	\$0.00			\$0.35	\$0.35

4050353 - PROPANE GAS

Lawrence County Tank Wagon Delivery LPG 8,499 Gallons or <.

Lawrence County Tank Wagon Delivery LPG 8,499 Gallons or <.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
20	1	GAL	\$0.345000	\$0.00			\$0.35	\$0.35

4050353 - PROPANE GAS

Limestone County Tank Wagon Delivery LPG 8,499 Gallons or <

Limestone County Tank Wagon Delivery LPG 8,499 Gallons or <

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
21	1	GAL	\$0.345000	\$0.00			\$0.35	\$0.35

4050353 - PROPANE GAS

Madison County Tank Wagon Delivery LPG 8,499 Gallons or <.

Madison County Tank Wagon Delivery LPG 8,499 Gallons or <.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
22	1	GAL	\$0.345000	\$0.00			\$0.35	\$0.35

4050353 - PROPANE GAS

Marshall County Tank Wagon Delivery LPG 8,499 Gallons or <.

Marshall County Tank Wagon Delivery LPG 8,499 Gallons or <.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
23	1	GAL	\$0.345000	\$0.00			\$0.35	\$0.35

4050353 - PROPANE GAS

Monroe County Tank Wagon Delivery LPG 8,499 Gallons or <.

Monroe County Tank Wagon Delivery LPG 8,499 Gallons or <.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
24	1	GAL	\$0.345000	\$0.00			\$0.35	\$0.35

4050353 - PROPANE GAS

Morgan County Tank Wagon Delivery LPG 8,499 Gallons or <.

Morgan County Tank Wagon Delivery LPG 8,499 Gallons or <.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
25	1	GAL	\$0.390000	\$0.00			\$0.39	\$0.39

4050353 - PROPANE GAS

Perry County Tank Wagon Delivery LPG 8,499 Gallons or <.

Perry County Tank Wagon Delivery LPG 8,499 Gallons or <.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
26	1	GAL	\$0.370000	\$0.00			\$0.37	\$0.37

4050353 - PROPANE GAS

Pickens County Tank Wagon Delivery LPG 8,499 Gallons or <.

Pickens County Tank Wagon Delivery LPG 8,499 Gallons or <.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
27	1	GAL	\$0.345000	\$0.00			\$0.35	\$0.35

4050353 - PROPANE GAS

Pike County Tank Wagon Delivery LPG 8,499 Gallons or <.

Pike County Tank Wagon Delivery LPG 8,499 Gallons or <.

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
28	1	GAL	\$0.345000	\$0.00			\$0.35	\$0.35
4050353 - PROPANE GAS Tuscaloosa County Tank Wagon Delivery LPG 8,499 Gallons or < Tuscaloosa County Tank Wagon Delivery LPG 8,499 Gallons or <								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
29	1	GAL	\$0.345000	\$0.00			\$0.35	\$0.35
4050353 - PROPANE GAS Walker County Tank Wagon Delivery LPG 8,499 Gallons or <. Walker County Tank Wagon Delivery LPG 8,499 Gallons or <.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
30	1	GAL	\$0.345000	\$0.00			\$0.35	\$0.35
4050353 - PROPANE GAS Wilcox County Tank Wagon Delivery LPG 8,499 Gallons or <. Wilcox County Tank Wagon Delivery LPG 8,499 Gallons or <.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
31	0		\$0.000000	\$0.00			\$0.00	\$0.00
4050353 - PROPANE GAS OPIS Fuel Report Pricing for Liquid Propane Gas (T115). OPIS Fuel Report Pricing for Liquid Propane Gas (T115).								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
32	0		\$0.000000	\$0.00			\$0.00	\$0.00
4050353 - PROPANE GAS Taxes/Fees, Federal/State/Local Required LPG (T115) There are no Taxes/Fees on the T115.								

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved:



Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

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Authority:

The Department of Finance Code of Administrative procedure, Chapter 356-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website www.purchasing.alabama.gov.

Choice of Law; Venue:

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

Not to Constitute a Debt of the State:

The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Bid Response Instructions:

In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.
2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.
3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.
4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.
5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.

Bid rejection:

Bidders shall not place any qualification, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations or substitutions shall result in rejection of the bid.

Bids that are improperly submitted or received late will be documented for record but will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

Bid number not on envelope/package/box
 Bid responses with multiple bid numbers in same envelope not properly identified
 Bid responses received late
 Bid responses not signed/not original signature
 Bid responses not notarized/not original signature of notary and/or notary expiration
 Bidder notarized own signature
 Required information not submitted with bid response
 Failure to submit the original bid and a complete exact copy
 Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended by Act 2012-491)

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As a condition for award of this bid, the vendor acknowledges the following:

“By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit <https://www.e-verify.gov/>

Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at www.adeca.alabama.gov

In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

*****STANDARD TERMS and CONDITIONS*****

Vendor Registration and Subscription Fee

Vendors may receive bid notices by registering at the State of Alabama vendor self-service (VSS) portal, <https://procurement.staars.alabama.gov>. Vendors wishing to respond to Requests for Bids (RFB) must be subscribed. Once registered, you may subscribe by clicking the “Pay Subscription Fee” link at the top of the VSS home page. Payments must be made by credit or debit card.

Subscribed Vendors should provide their VSS-assigned vendor number on all bid submissions. Doing so prevents unnecessary delays in verifying that a vendor is presently subscribed in VSS. Bid responses will not be accepted from non-subscribed vendors.

In the event a vendor fails to provide its VSS-assigned vendor number or provides an incorrect number, the State reserves the right to clarify this information with the vendor. Failure of the vendor to provide the requested clarification within five (5) calendar days may result in the vendor’s response being rejected as non-responsive. A vendor’s subscription must be maintained throughout the term on an active contract, to include any renewal periods.

Non-appropriation of funds

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration

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Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Intent to Award

The State of Alabama – Division of Purchasing will issue an ‘Intent to Award’ before a final award is made. The ‘Intent to Award’ will continue for a period of five (5) calendar days, after which the award will be final provided there are no protests. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-1(14). All protest communications filed via email must be sent to protests@purchasing.alabama.gov

Alternate Bid Response

Unless stated elsewhere in this Request for Bid (RFB) the State of Alabama will accept and evaluate alternate bid submittals on any Request for Bid’s (RFBs) provided the response meets all bid requirements.

Internet Website Link’s

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this Request for Bid (RFB).

Product Delivery, Receiving and Acceptance

In accordance with the Universal Commerce Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

Sales Tax Exemption

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

Invoices

Inquiries concerning invoice payments are to be directed to the receiving agency.

Bid Responses and Bid Results

Unevaluated Bid Responses are available on our website at www.purchasing.alabama.gov. The complete bid file will be made available for review in the Division of Purchasing by scheduling an appointment. We do not provide copies of bid files.

Foreign Corporation – Certificate of Authority

Alabama Law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. Section 10-2B15.01, Code of Alabama 1975. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324. The Certificate of Authority does not prevent the vendor from submitting a bid.

Alabama Preferred Vendor

A “Preferred Vendor” shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.

Priority 1. Produces or manufacturers the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid response in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.

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PURPOSE:

THIS IS A STATEWIDE CONTRACT FOR DELIVERY OF LIQUID PROPANE FUEL, TANKWAGON AND TRANSPORT DELIVERY, TO FUEL TANKS. WET HOSEING OR OTHER TYPES OF DELIVERY (I.E. DELIVERY TO GENERATORS OR VEHICLES) IS NOT INCLUDED IN THIS CONTRACT.

PRICING MAY BE AVAILABLE TO OTHER LOCAL GOVERNMENT ENTITIES, SUCH AS CITIES, COUNTIES, SCHOOLS, UNIVERSITIES, ETC.

ASSIGNMENT OF CONTRACT:

TO ASSIGN, SUBLET OR TRANSFER ANY CONTRACT RESULTING FROM THIS SOLICITATION, THE VENDOR'S WRITTEN REQUEST MUST BE APPROVED BY THE STATE PURCHASING DIRECTOR.

DELIVERY TIME FRAME:

FUEL MUST BE DELIVERED WITHIN 48 HOURS AFTER ORDER IS PLACED BY THE AGENCY. DELIVERY TIME FRAME EXTENSIONS WILL BE DEALT WITH ON A CASE BY CASE BASIS, PROVIDED THE VENDOR NOTIFIES STATE PURCHASING AND/OR THE AGENCY, IN WRITING, OF THE PROBLEM AND THE ANTICIPATED DELIVERY DATE. ALL LATE DELIVERIES MUST BE APPROVED, IN WRITING, BY STATE PURCHASING AND/OR THE AGENCY.

CONTRACT PERIOD:

ESTABLISH A 12 MONTH CONTRACT WITH AN OPTION TO EXTEND FOR A SECOND, THIRD, FOURTH, AND FIFTH 12 MONTH PERIOD WITH THE SAME PRICING, TERMS AND CONDITIONS. THE SECOND, THIRD, FOURTH, OR FIFTH 12 MONTH PERIOD, IF AGREED BY BOTH PARTIES, WOULD BEGIN THE DAY AFTER THE FIRST, SECOND, THIRD, OR FOURTH 12 MONTH PERIOD EXPIRES. ANY SUCCESSIVE EXTENSION MUST HAVE WRITTEN APPROVAL OF BOTH THE STATE AND VENDOR NO LATER THAN 30 DAYS PRIOR TO EXPIRATION OF THE PREVIOUS 12 MONTH PERIOD.

ORDERING PROCESS:

PURCHASES FOR STATE AGENCIES WILL BE MADE BY CONTRACT DELIVERY ORDERS SHOWING SPECIFIC SHIPPING INFORMATION. CITIES, COUNTIES, SCHOOL SYSTEMS AND OTHER POLITICAL SUBDIVISIONS WILL BE RESPONSIBLE FOR ISSUING THEIR OWN PURCHASE ORDERS DIRECTLY TO THE VENDOR.

FUEL REPORT:

UNIT PRICES ONLY INCLUDE "MARGIN OVER FUEL REPORT". A FUEL REPORT WILL BE PREPARED BY STATE PURCHASING BASED OFF THE "AVERAGE" FROM THE HATTIESBURG, MISSISSIPPI LOCATION "HISTORICAL LP (5)" DAILY REPORTS (M-F)* THAT STATE PURCHASING SUBSCRIBES TO FROM OPIS.

* EXCLUDES STATE AND FEDERAL HOLIDAYS.

AWARDED VENDORS MUST REGISTER WITH STATE PURCHASING TO RECEIVE THIS REPORT AND MUST USE THESE FIGURES WHEN INVOICING AGENCIES PURCHASING FUEL FROM THIS CONTRACT.

VENDORS AND AGENCIES PURCHASING FUEL FROM THIS CONTRACT MAY EMAIL TERRI COLE TO RECEIVE THE REPORT: TERRI.COLE@PURCHASING.ALABAMA.GOV IN THE EVENT FUEL IS DELIVERED ON A WEEKEND OR HOLIDAY (DAY THAT THE FUEL REPORT IS NOT DONE), VENDORS MAY CHARGE THE HIGHER OF THE REPORT FROM THE DAY BEFORE OR THE DAY AFTER.

IN THE EVENT THAT THE DESIGNATED SOURCE OF PRICING IS NO LONGER AVAILABLE, STATE PURCHASING WILL WORK WITH VENDORS TO OBTAIN AN ACCEPTABLE ALTERNATIVE METHOD OF PRICING.

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SOURCE OF FUEL REPORT FIGURES "OPIS LP PRICES FOR HATTIESBURG STORAGE PROPANE (ANY)"

QUANTITY:

THE EXACT QUANTITY OF PROPANE TO BE PURCHASED IS UNKNOWN AND THE STATE DOES NOT GUARANTEE ANY CERTAIN QUANTITY TO BE PURCHASED.

MINIMUMS WILL APPLY AS SHOWN ON EACH LINE (I.E. 8,499 GALLONS OR <,OR 8,500 GALLONS OR >, ETC).

SPECIFICATIONS, SAMPLES, PROTOCOLS, ANALYSIS REPORTS:

VENDORS MAY BE REQUIRED TO SUBMIT SPECIFICATIONS, SAMPLES, PROTOCOLS, AND ANALYSIS REPORTS, AT NO ADDITIONAL COST TO THE STATE. INFORMATION, IF REQUESTED, MUST BE SUPPLIED WITHIN 10 BUSINESS DAYS.

REQUESTS FOR SPECIFICATIONS, SAMPLES, PROTOCOLS, AND/OR ANALYSIS REPORTS MAY BE MADE AT ANY TIME PRIOR TO AWARD OR DURING THE CONTRACT.

ANALYSIS REPORTS MUST BE PERFORMED BY AN INDEPENDENT LABRATORY OF THE STATE'S CHOOSING.

FAILURE TO PROVIDE SPECIFICATIONS, SAMPLES, PROTOCOLS, OR ANALYSIS REPORTS OR TO PROVIDE THIS INFORMATION IN A TIMELY MANNER WILL RESULT IN BID REJECTION OR CONTRACT CANCELLATION.

BAD FUEL:

IF SUBSTANTIAL PROOF IS RECEIVED THAT DELIVERED FUEL WAS NOT GOOD (I.E. CONTAINED MATERIALS DAMAGING TO FUEL TANKS) OR THAT THE PRODUCT DOES NOT MEET SPECIFICATIONS, THE VENDOR WILL BE NOTIFIED AND WILL HAVE AN OPPORTUNITY TO MAKE GOOD ON THE DELIVERY AND ANY DAMAGES THAT OCCURRED FROM THE BAD FUEL. REPEATED OFFENSES WILL RESULT IN CONTRACT CANCELLATION AND POSSIBLE DEBARMENT ON FUTURE BIDS BY A TIME PERIOD DETERMINED BY THE STATE PURCHASING DIRECTOR.

PRICING:

PURCHASES FROM THIS CONTRACT WILL BE PAID AT THE CONTRACT DELIVERY UNIT PRICE PER GALLON + THE FUEL REPORT PRICE PER GALLON (BASED ON DELIVERY DATE).

+ ALL APPLICABLE TAXES/FEES, AS PER FEDERAL, STATE, AND LOCAL LAWS (WHICH ARE ZERO AS OF THE BID ISSUANCE DATE).

DELIVERY SLIP:

VENDORS MUST PROVIDE AGENCIES WITH A DELIVERY SLIP SHOWING THE DATE OF DELIVERY, AS WELL AS THE PRODUCT AND NUMBER OF GALLONS DELIVERED.

INVOICES MUST MATCH THE BOTTOM LINE TOTAL AND NOT SHOW ANY CHARGES THAT ARE NOT SHOWN ON THE CONTRACT.

CREDIT APPLICATION OR OTHER FORMS:

VENDORS MAY NOT REQUIRE AGENCIES TO COMPLETE CREDIT APPLICATION OR OTHER FORMS IN ORDER TO RECEIVE FUEL.

TAXES/FEES:

IF ANY TAXES FOR LP GAS SHOULD BEGIN TO BE REQUIRED BY FEDERAL OR ANY OTHER GOVERNMENTAL ENTITY, VENDORS MUST NOTIFY STATE PURCHASING, IN WRITING, WITH SUPPORTING DOCUMENTATION.

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TERMS RELATED TO BID PROCESS ONLY

Award:

Award will be made line by line to the lowest responsible bidder meeting all specifications.

Requested information:

Any additional information requested from a vendor must be furnished within five (5) days from receipt of request.

Pricing pages:

Only pricing pages with lines being bid upon need be returned.

Unit Prices:

Prices entered on the RFB must be only "margin over OPIS" and not include any taxes. Any taxes that are not required by federal/state/local entities but are required by the vendor must be included in the unit bid price and not shown separately on the RFB.

Vendors need not enter an amount in the unit price field for the fuel report or tax lines.

PLEASE NOTE: THE EXACT BID COPY REQUIREMENT PER ITEM NUMBER 4 UNDER AUTHORITY OF THIS RFB. PLEASE NOTE: FAILURE TO PROVIDE THE REQUIRED COPY WITH YOUR BID WILL RESULT IN THE REJECTION OF YOUR BID.

PLEASE NOTE: ALL PRICES MUST BE GIVEN PER THE UNIT OF MEASURE IN THE UNIT PRICE SPACE OF THE RFB DOCUMENT. FAILURE TO PROVIDE THE UNIT PRICE AS OUTLINED ABOVE WILL RESULT IN THE REJECTION OF YOUR BID.

ELECTRONIC PAYMENT

Vendors awarded in response to this RFB must accept multiple forms of electronic payment at no additional cost to the State. Payment forms include but are not limited to state issued credit cards, P-cards, EFT or other forms of electronic payment.



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement
Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 200000000032

NOT TO EXCEED AMOUNT:

Begin Date: 10/24/2019

Procurement Folder: 919208

Expiration Date: 10/24/2020

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 10/31/19

Version Number: 2

CONTACT INFORMATION

REQUESTOR:

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

ISSUER:

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

BUYER:

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

CONTRACT DESCRIPTION

MA-Liquid Propane Fuel T115

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000052922: Blossman Gas and Appliance Inc.

809 Washington St

Ocean Springs MS 39566

Contact:

Carmen Mee

2288728902

Carmen.Mee@Blossomgas.Com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	1	GAL	\$0.180000	\$0.00			\$0.18	\$0.18
4050353 - PROPANE GAS Autauga County Tank Wagon Delivery LPG 8,499 Gallons or <. Autauga County Tank wagon Delivery PROPANE GAS 8,499 Gallons or <.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	1	GAL	\$0.180000	\$0.00			\$0.18	\$0.18
4050353 - PROPANE GAS Baldwin County Tank Wagon Delivery LPG 8,499 Gallons or <. Baldwin County Tank wagon Delivery LPG 8,499 Gallons or <.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	1	GAL	\$0.260000	\$0.00			\$0.26	\$0.26
4050353 - PROPANE GAS Calhoun County Tank Wagon Delivery LPG 8,499 Gallons or <. Calhoun County Tank Wagon Delivery LPG 8,499 Gallons or <.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	1	GAL	\$0.260000	\$0.00			\$0.26	\$0.26
4050353 - PROPANE GAS Chambers County Tank Wagon Delivery LPG 8,499 Gallons or <. Chambers County Tank Wagon Delivery LPG 8,499 Gallons or <.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	1	GAL	\$0.180000	\$0.00			\$0.18	\$0.18
4050353 - PROPANE GAS Cherokee County Tank Wagon Delivery LPG 8,499 Gallons or <. Cherokee County Tank Wagon Delivery LPG 8,499 Gallons or <.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	1	GAL	\$0.260000	\$0.00			\$0.26	\$0.26
4050353 - PROPANE GAS Chilton County Tank Wagon Delivery LPG 8,499 Gallons or <. Chilton County Tank Wagon Delivery LPG 8,499 Gallons or <.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	1	GAL	\$0.250000	\$0.00			\$0.25	\$0.25
4050353 - PROPANE GAS Choctaw County Tank Wagon Delivery LPG 8,499 Gallons or <. Choctaw County Tank Wagon Delivery LPG 8,499 Gallons or <.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	1	GAL	\$0.250000	\$0.00			\$0.25	\$0.25
4050353 - PROPANE GAS Clarke County Tank Wagon Delivery LPG 8,499 Gallons or <. Clarke County Tank Wagon Delivery LPG 8,499 Gallons or <.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
9	1	GAL	\$0.240000	\$0.00			\$0.24	\$0.24
4050353 - PROPANE GAS Clay County Tank Wagon Delivery LPG 8,499 Gallons or <. Clay County Tank Wagon Delivery LPG 8,499 Gallons or <.								

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
10	1	GAL	\$0.240000	\$0.00			\$0.24	\$0.24
4050353 - PROPANE GAS Cleburne County Tank Wagon Delivery LPG 8,499 Gallons or <. Cleburne County Tank Wagon Delivery LPG 8,499 Gallons or <.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
11	1	GAL	\$0.240000	\$0.00			\$0.24	\$0.24
4050353 - PROPANE GAS Coosa County Tank Wagon Delivery LPG 8,499 Gallons or <. Coosa County Tank Wagon Delivery LPG 8,499 Gallons or <.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
12	1	GAL	\$0.240000	\$0.00			\$0.24	\$0.24
4050353 - PROPANE GAS Elmore County Tank Wagon Delivery LPG 8,499 Gallons or <. Elmore County Tank Wagon Delivery LPG 8,499 Gallons or <.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
13	1	GAL	\$0.250000	\$0.00			\$0.25	\$0.25
4050353 - PROPANE GAS Escambia County Tank Wagon Delivery LPG 8,499 Gallons or <. Escambia County Tank Wagon Delivery LPG 8,499 Gallons or <.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
14	1	GAL	\$0.250000	\$0.00			\$0.25	\$0.25
4050353 - PROPANE GAS Etowah County Tank Wagon Delivery LPG 8,499 Gallons or <. Etowah County Tank Wagon Delivery LPG 8,499 Gallons or <.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
15	1	GAL	\$0.250000	\$0.00			\$0.25	\$0.25
4050353 - PROPANE GAS Jefferson County Tank Wagon Delivery LPG 8,499 Gallons or <. Jefferson County Tank Wagon Delivery LPG 8,499 Gallons or <.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
16	1	GAL	\$0.240000	\$0.00			\$0.24	\$0.24
4050353 - PROPANE GAS Lee County Tank Wagon Delivery LPG 8,499 Gallons or <. Lee County Tank Wagon Delivery LPG 8,499 Gallons or <.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
17	1	GAL	\$0.240000	\$0.00			\$0.24	\$0.24
4050353 - PROPANE GAS Lowndes County Tank Wagon Delivery LPG 8,499 Gallons or <. Lowndes County Tank Wagon Delivery LPG 8,499 Gallons or <.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
18	1	GAL	\$0.240000	\$0.00			\$0.24	\$0.24
4050353 - PROPANE GAS Macon County Tank Wagon Delivery LPG 8,499 Gallons or <. Macon County Tank Wagon Delivery LPG 8,499 Gallons or <.								

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
19	1	GAL	\$0.180000	\$0.00			\$0.18	\$0.18
4050353 - PROPANE GAS Mobile County Tank Wagon Delivery LPG 8,499 Gallons or <. Mobile County Tank Wagon Delivery LPG 8,499 Gallons or <.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
20	1	GAL	\$0.240000	\$0.00			\$0.24	\$0.24
4050353 - PROPANE GAS Montgomery County Tank Wagon Delivery LPG 8,499 Gallons or < Montgomery County Tank Wagon Delivery LPG 8,499 Gallons or <								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
21	1	GAL	\$0.250000	\$0.00			\$0.25	\$0.25
4050353 - PROPANE GAS Randolph County Tank Wagon Delivery LPG 8,499 Gallons or <. Randolph County Tank Wagon Delivery LPG 8,499 Gallons or <.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
22	1	GAL	\$0.250000	\$0.00			\$0.25	\$0.25
4050353 - PROPANE GAS Russell County Tank Wagon Delivery LPG 8,499 Gallons or <. Russell County Tank Wagon Delivery LPG 8,499 Gallons or <.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
23	1	GAL	\$0.240000	\$0.00			\$0.24	\$0.24
4050353 - PROPANE GAS Saint Clair County Tank Wagon Deliver LPG 8,499 Gallons or < Saint Clair County Tank Wagon Delivery LPG 8,499 Gallons or <								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
24	1	GAL	\$0.240000	\$0.00			\$0.24	\$0.24
4050353 - PROPANE GAS Shelby County Tank Wagon Delivery LPG 8,499 Gallons or <. Shelby County Tank Wagon Delivery LPG 8,499 Gallons or <.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
25	1	GAL	\$0.240000	\$0.00			\$0.24	\$0.24
4050353 - PROPANE GAS Talladega County Tank Wagon Delivery LPG 8,499 Gallons or <. Talladega County Tank Wagon Delivery LPG 8,499 Gallons or <.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
26	1	GAL	\$0.250000	\$0.00			\$0.25	\$0.25
4050353 - PROPANE GAS Tallapoosa County Tank Wagon Delivery LPG 8,499 Gallons or < Tallapoosa County Tank Wagon Delivery LPG 8,499 Gallons or <								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
27	1	GAL	\$0.140000	\$0.00			\$0.14	\$0.14
4050353 - PROPANE GAS Tuscaloosa County LPG Transport Delivery 8500 Gallons or >. Tuscaloosa County LPG Transport Delivery 8500 Gallons or >.								

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
28	1	GAL	\$0.280000	\$0.00			\$0.28	\$0.28

4050353 - PROPANE GAS

Washington County Tank Wagon Delivery LPG 8,499 Gallons or <

Washington County Tank Wagon Delivery LPG 8,499 Gallons or <

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
29	0		\$0.000000	\$0.00			\$0.00	\$0.00

4050353 - PROPANE GAS

OPIS Fuel Report Pricing for Liquid Propane Gas (T115).

OPIS Fuel Report Pricing for Liquid Propane Gas (T115).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
30	0		\$0.000000	\$0.00			\$0.00	\$0.00

4050353 - PROPANE GAS

Taxes/Fees, Federal/State/Local Required LPG (T115)

There are no Taxes/Fees on the T115.

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved:



Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

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Authority:

The Department of Finance Code of Administrative procedure, Chapter 356-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website www.purchasing.alabama.gov.

Choice of Law; Venue:

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

Not to Constitute a Debt of the State:

The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Bid Response Instructions:

In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.
2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.
3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.
4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.
5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.

Bid rejection:

Bidders shall not place any qualification, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations or substitutions shall result in rejection of the bid.

Bids that are improperly submitted or received late will be documented for record but will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

Bid number not on envelope/package/box
 Bid responses with multiple bid numbers in same envelope not properly identified
 Bid responses received late
 Bid responses not signed/not original signature
 Bid responses not notarized/not original signature of notary and/or notary expiration
 Bidder notarized own signature
 Required information not submitted with bid response
 Failure to submit the original bid and a complete exact copy
 Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended by Act 2012-491)

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As a condition for award of this bid, the vendor acknowledges the following:

“By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit <https://www.e-verify.gov/>

Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at www.adeca.alabama.gov

In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

*****STANDARD TERMS and CONDITIONS*****

Vendor Registration and Subscription Fee

Vendors may receive bid notices by registering at the State of Alabama vendor self-service (VSS) portal, <https://procurement.staars.alabama.gov>. Vendors wishing to respond to Requests for Bids (RFB) must be subscribed. Once registered, you may subscribe by clicking the “Pay Subscription Fee” link at the top of the VSS home page. Payments must be made by credit or debit card.

Subscribed Vendors should provide their VSS-assigned vendor number on all bid submissions. Doing so prevents unnecessary delays in verifying that a vendor is presently subscribed in VSS. Bid responses will not be accepted from non-subscribed vendors.

In the event a vendor fails to provide its VSS-assigned vendor number or provides an incorrect number, the State reserves the right to clarify this information with the vendor. Failure of the vendor to provide the requested clarification within five (5) calendar days may result in the vendor’s response being rejected as non-responsive. A vendor’s subscription must be maintained throughout the term on an active contract, to include any renewal periods.

Non-appropriation of funds

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration

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Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Intent to Award

The State of Alabama – Division of Purchasing will issue an ‘Intent to Award’ before a final award is made. The ‘Intent to Award’ will continue for a period of five (5) calendar days, after which the award will be final provided there are no protests. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-1(14). All protest communications filed via email must be sent to protests@purchasing.alabama.gov

Alternate Bid Response

Unless stated elsewhere in this Request for Bid (RFB) the State of Alabama will accept and evaluate alternate bid submittals on any Request for Bid’s (RFBs) provided the response meets all bid requirements.

Internet Website Link’s

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this Request for Bid (RFB).

Product Delivery, Receiving and Acceptance

In accordance with the Universal Commerce Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

Sales Tax Exemption

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

Invoices

Inquiries concerning invoice payments are to be directed to the receiving agency.

Bid Responses and Bid Results

Unevaluated Bid Responses are available on our website at www.purchasing.alabama.gov. The complete bid file will be made available for review in the Division of Purchasing by scheduling an appointment. We do not provide copies of bid files.

Foreign Corporation – Certificate of Authority

Alabama Law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. Section 10-2B15.01, Code of Alabama 1975. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324. The Certificate of Authority does not prevent the vendor from submitting a bid.

Alabama Preferred Vendor

A “Preferred Vendor” shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.

Priority 1. Produces or manufactures the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid response in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.

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PURPOSE:

THIS IS A STATEWIDE CONTRACT FOR DELIVERY OF LIQUID PROPANE FUEL, TANKWAGON AND TRANSPORT DELIVERY, TO FUEL TANKS. WET HOSEING OR OTHER TYPES OF DELIVERY (I.E. DELIVERY TO GENERATORS OR VEHICLES) IS NOT INCLUDED IN THIS CONTRACT.

PRICING MAY BE AVAILABLE TO OTHER LOCAL GOVERNMENT ENTITIES, SUCH AS CITIES, COUNTIES, SCHOOLS, UNIVERSITIES, ETC.

ASSIGNMENT OF CONTRACT:

TO ASSIGN, SUBLET OR TRANSFER ANY CONTRACT RESULTING FROM THIS SOLICITATION, THE VENDOR'S WRITTEN REQUEST MUST BE APPROVED BY THE STATE PURCHASING DIRECTOR.

DELIVERY TIME FRAME:

FUEL MUST BE DELIVERED WITHIN 48 HOURS AFTER ORDER IS PLACED BY THE AGENCY. DELIVERY TIME FRAME EXTENSIONS WILL BE DEALT WITH ON A CASE BY CASE BASIS, PROVIDED THE VENDOR NOTIFIES STATE PURCHASING AND/OR THE AGENCY, IN WRITING, OF THE PROBLEM AND THE ANTICIPATED DELIVERY DATE. ALL LATE DELIVERIES MUST BE APPROVED, IN WRITING, BY STATE PURCHASING AND/OR THE AGENCY.

CONTRACT PERIOD:

ESTABLISH A 12 MONTH CONTRACT WITH AN OPTION TO EXTEND FOR A SECOND, THIRD, FOURTH, AND FIFTH 12 MONTH PERIOD WITH THE SAME PRICING, TERMS AND CONDITIONS. THE SECOND, THIRD, FOURTH, OR FIFTH 12 MONTH PERIOD, IF AGREED BY BOTH PARTIES, WOULD BEGIN THE DAY AFTER THE FIRST, SECOND, THIRD, OR FOURTH 12 MONTH PERIOD EXPIRES. ANY SUCCESSIVE EXTENSION MUST HAVE WRITTEN APPROVAL OF BOTH THE STATE AND VENDOR NO LATER THAN 30 DAYS PRIOR TO EXPIRATION OF THE PREVIOUS 12 MONTH PERIOD.

ORDERING PROCESS:

PURCHASES FOR STATE AGENCIES WILL BE MADE BY CONTRACT DELIVERY ORDERS SHOWING SPECIFIC SHIPPING INFORMATION. CITIES, COUNTIES, SCHOOL SYSTEMS AND OTHER POLITICAL SUBDIVISIONS WILL BE RESPONSIBLE FOR ISSUING THEIR OWN PURCHASE ORDERS DIRECTLY TO THE VENDOR.

FUEL REPORT:

UNIT PRICES ONLY INCLUDE "MARGIN OVER FUEL REPORT". A FUEL REPORT WILL BE PREPARED BY STATE PURCHASING BASED OFF THE "AVERAGE" FROM THE HATTIESBURG, MISSISSIPPI LOCATION "HISTORICAL LP (5)" DAILY REPORTS (M-F)* THAT STATE PURCHASING SUBSCRIBES TO FROM OPIS.

* EXCLUDES STATE AND FEDERAL HOLIDAYS.

AWARDED VENDORS MUST REGISTER WITH STATE PURCHASING TO RECEIVE THIS REPORT AND MUST USE THESE FIGURES WHEN INVOICING AGENCIES PURCHASING FUEL FROM THIS CONTRACT.

VENDORS AND AGENCIES PURCHASING FUEL FROM THIS CONTRACT MAY EMAIL TERRI COLE TO RECEIVE THE REPORT: TERRI.COLE@PURCHASING.ALABAMA.GOV IN THE EVENT FUEL IS DELIVERED ON A WEEKEND OR HOLIDAY (DAY THAT THE FUEL REPORT IS NOT DONE), VENDORS MAY CHARGE THE HIGHER OF THE REPORT FROM THE DAY BEFORE OR THE DAY AFTER.

IN THE EVENT THAT THE DESIGNATED SOURCE OF PRICING IS NO LONGER AVAILABLE, STATE PURCHASING WILL WORK WITH VENDORS TO OBTAIN AN ACCEPTABLE ALTERNATIVE METHOD OF PRICING.

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SOURCE OF FUEL REPORT FIGURES "OPIS LP PRICES FOR HATTIESBURG STORAGE PROPANE (ANY)"

QUANTITY:

THE EXACT QUANTITY OF PROPANE TO BE PURCHASED IS UNKNOWN AND THE STATE DOES NOT GUARANTEE ANY CERTAIN QUANTITY TO BE PURCHASED.

MINIMUMS WILL APPLY AS SHOWN ON EACH LINE (I.E. 8,499 GALLONS OR <,OR 8,500 GALLONS OR >, ETC).

SPECIFICATIONS, SAMPLES, PROTOCOLS, ANALYSIS REPORTS:

VENDORS MAY BE REQUIRED TO SUBMIT SPECIFICATIONS, SAMPLES, PROTOCOLS, AND ANALYSIS REPORTS, AT NO ADDITIONAL COST TO THE STATE. INFORMATION, IF REQUESTED, MUST BE SUPPLIED WITHIN 10 BUSINESS DAYS.

REQUESTS FOR SPECIFICATIONS, SAMPLES, PROTOCOLS, AND/OR ANALYSIS REPORTS MAY BE MADE AT ANY TIME PRIOR TO AWARD OR DURING THE CONTRACT.

ANALYSIS REPORTS MUST BE PERFORMED BY AN INDEPENDENT LABRATORY OF THE STATE'S CHOOSING.

FAILURE TO PROVIDE SPECIFICATIONS, SAMPLES, PROTOCOLS, OR ANALYSIS REPORTS OR TO PROVIDE THIS INFORMATION IN A TIMELY MANNER WILL RESULT IN BID REJECTION OR CONTRACT CANCELLATION.

BAD FUEL:

IF SUBSTANTIAL PROOF IS RECEIVED THAT DELIVERED FUEL WAS NOT GOOD (I.E. CONTAINED MATERIALS DAMAGING TO FUEL TANKS) OR THAT THE PRODUCT DOES NOT MEET SPECIFICATIONS, THE VENDOR WILL BE NOTIFIED AND WILL HAVE AN OPPORTUNITY TO MAKE GOOD ON THE DELIVERY AND ANY DAMAGES THAT OCCURRED FROM THE BAD FUEL. REPEATED OFFENSES WILL RESULT IN CONTRACT CANCELLATION AND POSSIBLE DEBARMENT ON FUTURE BIDS BY A TIME PERIOD DETERMINED BY THE STATE PURCHASING DIRECTOR.

PRICING:

PURCHASES FROM THIS CONTRACT WILL BE PAID AT THE CONTRACT DELIVERY UNIT PRICE PER GALLON + THE FUEL REPORT PRICE PER GALLON (BASED ON DELIVERY DATE).

+ ALL APPLICABLE TAXES/FEES, AS PER FEDERAL, STATE, AND LOCAL LAWS (WHICH ARE ZERO AS OF THE BID ISSUANCE DATE).

DELIVERY SLIP:

VENDORS MUST PROVIDE AGENCIES WITH A DELIVERY SLIP SHOWING THE DATE OF DELIVERY, AS WELL AS THE PRODUCT AND NUMBER OF GALLONS DELIVERED.

INVOICES MUST MATCH THE BOTTOM LINE TOTAL AND NOT SHOW ANY CHARGES THAT ARE NOT SHOWN ON THE CONTRACT.

CREDIT APPLICATION OR OTHER FORMS:

VENDORS MAY NOT REQUIRE AGENCIES TO COMPLETE CREDIT APPLICATION OR OTHER FORMS IN ORDER TO RECEIVE FUEL.

TAXES/FEES:

IF ANY TAXES FOR LP GAS SHOULD BEGIN TO BE REQUIRED BY FEDERAL OR ANY OTHER GOVERNMENTAL ENTITY, VENDORS MUST NOTIFY STATE PURCHASING, IN WRITING, WITH SUPPORTING DOCUMENTATION.

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200000000032	Document Phase Final	Document Description MA-Liquid Propane Fuel T115	Page 12 of 12
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TERMS RELATED TO BID PROCESS ONLY

Award:

Award will be made line by line to the lowest responsible bidder meeting all specifications.

Requested information:

Any additional information requested from a vendor must be furnished within five (5) days from receipt of request.

Pricing pages:

Only pricing pages with lines being bid upon need be returned.

Unit Prices:

Prices entered on the RFB must be only "margin over OPIS" and not include any taxes. Any taxes that are not required by federal/state/local entities but are required by the vendor must be included in the unit bid price and not shown separately on the RFB.

Vendors need not enter an amount in the unit price field for the fuel report or tax lines.

PLEASE NOTE: THE EXACT BID COPY REQUIREMENT PER ITEM NUMBER 4 UNDER AUTHORITY OF THIS RFB. PLEASE NOTE: FAILURE TO PROVIDE THE REQUIRED COPY WITH YOUR BID WILL RESULT IN THE REJECTION OF YOUR BID.

PLEASE NOTE: ALL PRICES MUST BE GIVEN PER THE UNIT OF MEASURE IN THE UNIT PRICE SPACE OF THE RFB DOCUMENT. FAILURE TO PROVIDE THE UNIT PRICE AS OUTLINED ABOVE WILL RESULT IN THE REJECTION OF YOUR BID.

ELECTRONIC PAYMENT

Vendors awarded in response to this RFB must accept multiple forms of electronic payment at no additional cost to the State. Payment forms include but are not limited to state issued credit cards, P-cards, EFT or other forms of electronic payment.



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement
Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 200000000033

NOT TO EXCEED AMOUNT:

Begin Date: 10/24/2019

Procurement Folder: 919208

Expiration Date: 10/24/2020

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 10/31/19

Version Number: 2

CONTACT INFORMATION

REQUESTOR:

Patrick Hemme
334-242-7173
Pat.Hemme@purchasing.alabama.gov

ISSUER:

Patrick Hemme
334-242-7173
Pat.Hemme@purchasing.alabama.gov

BUYER:

Patrick Hemme
334-242-7173
Pat.Hemme@purchasing.alabama.gov

CONTRACT DESCRIPTION

MA-Liquid Propane Fuel T115

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000115770: Amerigas Propane LP
460 N Gulph Road
King Of Prussia PA 19406

Contact:

Dawn Stevenson
6103377000
Dawn.Stevenson@Amerigas.Com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15
4050353 - PROPANE GAS Autauga County LPG Transport Delivery 8500 Gallons or >. Autauga County LPG Transport Delivery 8500 Gallons or >.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15
4050353 - PROPANE GAS Baldwin County LPG Transport Delivery 8500 Gallons or >. Baldwin County LPG Transport Delivery 8500 Gallons or >.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15
4050353 - PROPANE GAS Barbour County LPG Transport Delivery 8500 Gallons or >. Barbour County LPG Transport Delivery 8500 Gallons or >.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15
4050353 - PROPANE GAS Bibb County LPG Transport Delivery 8500 Gallons or >. Bibb County LPG Transport Delivery 8500 Gallons or >.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15
4050353 - PROPANE GAS Blount County LPG Transport Delivery 8500 Gallons or >. Blount County LPG Transport Delivery 8500 Gallons or >.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15
4050353 - PROPANE GAS Bullock County LPG Transport Delivery 8500 Gallons or >. Bullock County LPG Transport Delivery 8500 Gallons or >.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15
4050353 - PROPANE GAS Butler County LPG Transport Delivery 8500 Gallons or >. Butler County LPG Transport Delivery 8500 Gallons or >.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15
4050353 - PROPANE GAS Calhoun County LPG Transport Delivery 8500 Gallons or >. Calhoun County LPG Transport Delivery 8500 Gallons or >.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
9	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15
4050353 - PROPANE GAS Chambers County LPG Transport Delivery 8500 Gallons or >. Chambers County LPG Transport Delivery 8500 Gallons or >.								

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
10	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15

4050353 - PROPANE GAS

Cherokee County LPG Transport Delivery 8500 Gallons or >.
Cherokee County LPG Transport Delivery 8500 Gallons or >.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
11	1	GAL	\$0.149000	\$0.00			\$0.15	\$0.15

4050353 - PROPANE GAS

Chilton County LPG Transport Delivery 8500 Gallons or >.
Chilton County LPG Transport Delivery 8500 Gallons or >.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
12	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15

4050353 - PROPANE GAS

Choctaw County LPG Transport Delivery 8500 Gallons or >.
Choctaw County LPG Transport Delivery 8500 Gallons or >.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
13	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15

4050353 - PROPANE GAS

Clarke County LPG Transport Delivery 8500 Gallons or >.
Clarke County LPG Transport Delivery 8500 Gallons or >.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
14	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15

4050353 - PROPANE GAS

Clay County LPG Transport Delivery 8500 Gallons or >.
Clay County LPG Transport Delivery 8500 Gallons or >.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
15	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15

4050353 - PROPANE GAS

Cleburne County LPG Transport Delivery 8500 Gallons or >.
Cleburne County LPG Transport Delivery 8500 Gallons or >.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
16	1	GAL	\$0.340000	\$0.00			\$0.34	\$0.34

4050353 - PROPANE GAS

Coffee County Tank Wagon Delivery LPG 8,499 Gallons or <.
Coffee County Tank Wagon Delivery LPG 8,499 Gallons or <.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
17	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15

4050353 - PROPANE GAS

Coffee County LPG Transport Delivery 8500 Gallons or >.
Coffee County LPG Transport Delivery 8500 Gallons or >.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
18	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15

4050353 - PROPANE GAS

Colbert County LPG Transport Delivery 8500 Gallons or >.
Colbert County LPG Transport Delivery Charge 8500 Gallons or >.

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
19	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15

4050353 - PROPANE GAS

Conecuh County LPG Transport Delivery 8500 Gallons or >.

Conecuh County LPG Transport Delivery 8500 Gallons or >.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
20	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15

4050353 - PROPANE GAS

Coosa County LPG Transport Delivery 8500 Gallons or >.

Coosa County LPG Transport Delivery Charge 8500 Gallons or >.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
21	1	GAL	\$0.440000	\$0.00			\$0.44	\$0.44

4050353 - PROPANE GAS

Covington County Tank Wagon Delivery LPG 8,499 Gallons or <.

Covington County Tank Wagon Delivery LPG 8,499 Gallons or <.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
22	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15

4050353 - PROPANE GAS

Covington County LPG Transport Delivery 8500 Gallons or >.

Covington County LPG Transport Delivery 8500 Gallons or >.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
23	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15

4050353 - PROPANE GAS

Crenshaw County LPG Transport Delivery 8500 Gallons or >.

Crenshaw County LPG Transport Delivery 8500 Gallons or >.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
24	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15

4050353 - PROPANE GAS

Cullman County LPG Transport Delivery 8500 Gallons or >.

Cullman County LPG Transport Delivery 8500 Gallons or >.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
25	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15

4050353 - PROPANE GAS

Dale County LPG Transport Delivery 8500 Gallons or >.

Dale County LPG Transport Delivery 8500 Gallons or >.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
26	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15

4050353 - PROPANE GAS

Dallas County LPG Transport Delivery 8500 Gallons or >.

Dallas County LPG Transport Delivery 8500 Gallons or >.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
27	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15

4050353 - PROPANE GAS

DeKalb County LPG Transport Delivery 8500 Gallons or >.

DeKalb County LPG Transport Delivery 8500 Gallons or >.

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
28	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15

4050353 - PROPANE GAS

Elmore County LPG Transport Delivery 8500 Gallons or >.

Elmore County LPG Transport Delivery 8500 Gallons or >.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
29	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15

4050353 - PROPANE GAS

Escambia County LPG Transport Delivery 8500 Gallons or >.

Escambia County LPG Transport Delivery 8500 Gallons or >.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
30	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15

4050353 - PROPANE GAS

Etowah County LPG Transport Delivery 8500 Gallons or >.

Etowah County LPG Transport Delivery 8500 Gallons or >.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
31	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15

4050353 - PROPANE GAS

Fayette County LPG Transport Delivery 8500 Gallons or >.

Fayette County LPG Transport Delivery 8500 Gallons or >.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
32	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15

4050353 - PROPANE GAS

Franklin County LPG Transport Delivery 8500 Gallons or >.

Franklin County LPG Transport Delivery 8500 Gallons or >.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
33	1	GAL	\$0.440000	\$0.00			\$0.44	\$0.44

4050353 - PROPANE GAS

Geneva County Tank Wagon Delivery LPG 8,499 Gallons or <.

Geneva County Tank Wagon Delivery LPG 8,499 Gallons or <.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
34	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15

4050353 - PROPANE GAS

Geneva County LPG Transport Delivery 8500 Gallons or >.

Geneva County LPG Transport Delivery 8500 Gallons or >.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
35	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15

4050353 - PROPANE GAS

Greene County LPG Transport Delivery 8500 Gallons or >.

Greene County LPG Transport Delivery 8500 Gallons or >.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
36	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15

4050353 - PROPANE GAS

Hale County LPG Transport Delivery 8500 Gallons or >.

Hale County LPG Transport Delivery 8500 Gallons or >.

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
37	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15

4050353 - PROPANE GAS

Henry County LPG Transport Delivery 8500 Gallons or >.

Henry County LPG Transport Delivery 8500 Gallons or >.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
38	1	GAL	\$0.440000	\$0.00			\$0.44	\$0.44

4050353 - PROPANE GAS

Houston County Tank Wagon Delivery LPG 8,499 Gallons or <.

Houston County Tank Wagon Delivery LPG 8,499 Gallons or <.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
39	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15

4050353 - PROPANE GAS

Houston County LPG Transport Delivery 8500 Gallons or >.

Houston County LPG Transport Delivery 8500 Gallons or >.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
40	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15

4050353 - PROPANE GAS

Jackson County LPG Transport Delivery 8500 Gallons or >.

Jackson County LPG Transport Delivery 8500 Gallons or >.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
41	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15

4050353 - PROPANE GAS

Jefferson County LPG Transport Delivery 8500 Gallons or >.

Jefferson County LPG Transport Delivery 8500 Gallons or >.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
42	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15

4050353 - PROPANE GAS

Lamar County LPG Transport Delivery 8500 Gallons or >.

Lamar County LPG Transport Delivery 8500 Gallons or >.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
43	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15

4050353 - PROPANE GAS

Lauderdale County LPG Transport Delivery 8500 Gallons or >.

Lauderdale County LPG Transport Delivery 8500 Gallons or >.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
44	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15

4050353 - PROPANE GAS

Lawrence County LPG Transport Delivery 8500 Gallons or >.

Lawrence County LPG Transport Delivery 8500 Gallons or >.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
45	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15

4050353 - PROPANE GAS

Lee County LPG Transport Delivery 8500 Gallons or >.

Lee County LPG Transport Delivery 8500 Gallons or >.

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
46	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15
4050353 - PROPANE GAS Limestone County LPG Transport Delivery 8500 Gallons or >. Limestone County LPG Transport Delivery 8500 Gallons or >.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
47	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15
4050353 - PROPANE GAS Lowndes County LPG Transport Delivery 8500 Gallons or >. Lowndes County LPG Transport Delivery 8500 Gallons or >.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
48	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15
4050353 - PROPANE GAS Macon County LPG Transport Delivery 8500 Gallons or >. Macon County LPG Transport Delivery 8500 Gallons or >.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
49	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15
4050353 - PROPANE GAS Madison County LPG Transport Delivery 8500 Gallons or >. Madison County LPG Transport Delivery 8500 Gallons or >.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
50	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15
4050353 - PROPANE GAS Marengo County LPG Transport Delivery 8500 Gallons or >. Marengo County LPG Transport Delivery 8500 Gallons or >.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
51	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15
4050353 - PROPANE GAS Marion County LPG Transport Delivery 8500 Gallons or >. Marion County LPG Transport Delivery 8500 Gallons or >.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
52	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15
4050353 - PROPANE GAS Marshall County LPG Transport Delivery 8500 Gallons or >. Marshall County LPG Transport Delivery 8500 Gallons or >.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
53	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15
4050353 - PROPANE GAS Mobile County LPG Transport Delivery 8500 Gallons or >. Mobile County LPG Transport Delivery 8500 Gallons or >.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
54	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15
4050353 - PROPANE GAS Monroe County LPG Transport Delivery 8500 Gallons or >. Monroe County LPG Transport Delivery 8500 Gallons or >.								

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
55	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15
4050353 - PROPANE GAS Montgomery County LPG Transport Delivery 8500 Gallons or >. Montgomery County LPG Transport Delivery 8500 Gallons or >.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
56	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15
4050353 - PROPANE GAS Morgan County LPG Transport Delivery 8500 Gallons or >. Morgan County LPG Transport Delivery 8500 Gallons or >.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
57	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15
4050353 - PROPANE GAS Perry County LPG Transport Delivery 8500 Gallons or >. Perry County LPG Transport Delivery 8500 Gallons or >.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
58	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15
4050353 - PROPANE GAS Pickens County LPG Transport Delivery 8500 Gallons or >. Pickens County LPG Transport Delivery 8500 Gallons or >.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
59	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15
4050353 - PROPANE GAS Pike County LPG Transport Delivery 8500 Gallons or >. Pike County LPG Transport Delivery 8500 Gallons or >.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
60	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15
4050353 - PROPANE GAS Randolph County LPG Transport Delivery 8500 Gallons or >. Randolph County LPG Transport Delivery 8500 Gallons or >.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
61	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15
4050353 - PROPANE GAS Russell County LPG Transport Delivery 8500 Gallons or >. Russell County LPG Transport Delivery 8500 Gallons or >.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
62	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15
4050353 - PROPANE GAS Saint Clair County LPG Transport Delivery 8500 Gallons or >. Saint Clair County LPG Transport Delivery 8500 Gallons or >.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
63	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15
4050353 - PROPANE GAS Shelby County LPG Transport Delivery 8500 Gallons or >. Shelby County LPG Transport Delivery 8500 Gallons or >.								

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
64	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15
4050353 - PROPANE GAS Sumter County LPG Transport Delivery 8500 Gallons or >. Sumter County LPG Transport Delivery 8500 Gallons or >.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
65	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15
4050353 - PROPANE GAS Talladega County LPG Transport Delivery 8500 Gallons or >. Talladega County LPG Transport Delivery 8500 Gallons or >.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
66	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15
4050353 - PROPANE GAS Tallapoosa County LPG Transport Delivery 8500 Gallons or >. Tallapoosa County LPG Transport Delivery 8500 Gallons or >.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
67	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15
4050353 - PROPANE GAS Walker County LPG Transport Delivery 8500 Gallons or >. Walker County LPG Transport Delivery 8500 Gallons or >.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
68	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15
4050353 - PROPANE GAS Washington County LPG Transport Delivery 8500 Gallons or >. Washington County LPG Transport Delivery 8500 Gallons or >.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
69	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15
4050353 - PROPANE GAS Wilcox County LPG Transport Delivery 8500 Gallons or >. Wilcox County LPG Transport Delivery 8500 Gallons or >.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
70	1	GAL	\$0.340000	\$0.00			\$0.34	\$0.34
4050353 - PROPANE GAS Winston County Tank Wagon Delivery LPG 8,499 Gallons or <. Winston County Tank Wagon Delivery LPG 8,499 Gallons or <.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
71	1	GAL	\$0.149500	\$0.00			\$0.15	\$0.15
4050353 - PROPANE GAS Winston County LPG Transport Delivery 8500 Gallons or >. Winston County LPG Transport Delivery 8500 Gallons or >.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
72	0		\$0.000000	\$0.00			\$0.00	\$0.00
4050353 - PROPANE GAS OPIS Fuel Report Pricing for Liquid Propane Gas (T115). OPIS Fuel Report Pricing for Liquid Propane Gas (T115).								

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
73	0		\$0.000000	\$0.00			\$0.00	\$0.00

4050353 - PROPANE GAS

Taxes/Fees, Federal/State/Local Required LPG (T115)

There are no Taxes/Fees on the T115.

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved:



Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

Final

200000000033	Document Phase Final	Document Description MA-Liquid Propane Fuel T115	Page 11 of 17
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Authority:

The Department of Finance Code of Administrative procedure, Chapter 356-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website www.purchasing.alabama.gov.

Choice of Law; Venue:

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

Not to Constitute a Debt of the State:

The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Bid Response Instructions:

In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.
2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.
3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.
4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.
5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.

Bid rejection:

Bidders shall not place any qualification, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations or substitutions shall result in rejection of the bid.

Bids that are improperly submitted or received late will be documented for record but will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

Bid number not on envelope/package/box
 Bid responses with multiple bid numbers in same envelope not properly identified
 Bid responses received late
 Bid responses not signed/not original signature
 Bid responses not notarized/not original signature of notary and/or notary expiration
 Bidder notarized own signature
 Required information not submitted with bid response
 Failure to submit the original bid and a complete exact copy
 Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended by Act 2012-491)

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As a condition for award of this bid, the vendor acknowledges the following:

“By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit <https://www.e-verify.gov/>

Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at www.adeca.alabama.gov

In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

*****STANDARD TERMS and CONDITIONS*****

Vendor Registration and Subscription Fee

Vendors may receive bid notices by registering at the State of Alabama vendor self-service (VSS) portal, <https://procurement.staars.alabama.gov>. Vendors wishing to respond to Requests for Bids (RFB) must be subscribed. Once registered, you may subscribe by clicking the “Pay Subscription Fee” link at the top of the VSS home page. Payments must be made by credit or debit card.

Subscribed Vendors should provide their VSS-assigned vendor number on all bid submissions. Doing so prevents unnecessary delays in verifying that a vendor is presently subscribed in VSS. Bid responses will not be accepted from non-subscribed vendors.

In the event a vendor fails to provide its VSS-assigned vendor number or provides an incorrect number, the State reserves the right to clarify this information with the vendor. Failure of the vendor to provide the requested clarification within five (5) calendar days may result in the vendor’s response being rejected as non-responsive. A vendor’s subscription must be maintained throughout the term on an active contract, to include any renewal periods.

Non-appropriation of funds

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration

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Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Intent to Award

The State of Alabama – Division of Purchasing will issue an ‘Intent to Award’ before a final award is made. The ‘Intent to Award’ will continue for a period of five (5) calendar days, after which the award will be final provided there are no protests. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-1(14). All protest communications filed via email must be sent to protests@purchasing.alabama.gov

Alternate Bid Response

Unless stated elsewhere in this Request for Bid (RFB) the State of Alabama will accept and evaluate alternate bid submittals on any Request for Bid’s (RFBs) provided the response meets all bid requirements.

Internet Website Link’s

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this Request for Bid (RFB).

Product Delivery, Receiving and Acceptance

In accordance with the Universal Commerce Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

Sales Tax Exemption

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

Invoices

Inquiries concerning invoice payments are to be directed to the receiving agency.

Bid Responses and Bid Results

Unevaluated Bid Responses are available on our website at www.purchasing.alabama.gov. The complete bid file will be made available for review in the Division of Purchasing by scheduling an appointment. We do not provide copies of bid files.

Foreign Corporation – Certificate of Authority

Alabama Law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. Section 10-2B15.01, Code of Alabama 1975. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324. The Certificate of Authority does not prevent the vendor from submitting a bid.

Alabama Preferred Vendor

A “Preferred Vendor” shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.

Priority 1. Produces or manufactures the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid response in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.

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PURPOSE:

THIS IS A STATEWIDE CONTRACT FOR DELIVERY OF LIQUID PROPANE FUEL, TANKWAGON AND TRANSPORT DELIVERY, TO FUEL TANKS. WET HOSEING OR OTHER TYPES OF DELIVERY (I.E. DELIVERY TO GENERATORS OR VEHICLES) IS NOT INCLUDED IN THIS CONTRACT.

PRICING MAY BE AVAILABLE TO OTHER LOCAL GOVERNMENT ENTITIES, SUCH AS CITIES, COUNTIES, SCHOOLS, UNIVERSITIES, ETC.

ASSIGNMENT OF CONTRACT:

TO ASSIGN, SUBLET OR TRANSFER ANY CONTRACT RESULTING FROM THIS SOLICITATION, THE VENDOR'S WRITTEN REQUEST MUST BE APPROVED BY THE STATE PURCHASING DIRECTOR.

DELIVERY TIME FRAME:

FUEL MUST BE DELIVERED WITHIN 48 HOURS AFTER ORDER IS PLACED BY THE AGENCY. DELIVERY TIME FRAME EXTENSIONS WILL BE DEALT WITH ON A CASE BY CASE BASIS, PROVIDED THE VENDOR NOTIFIES STATE PURCHASING AND/OR THE AGENCY, IN WRITING, OF THE PROBLEM AND THE ANTICIPATED DELIVERY DATE. ALL LATE DELIVERIES MUST BE APPROVED, IN WRITING, BY STATE PURCHASING AND/OR THE AGENCY.

CONTRACT PERIOD:

ESTABLISH A 12 MONTH CONTRACT WITH AN OPTION TO EXTEND FOR A SECOND, THIRD, FOURTH, AND FIFTH 12 MONTH PERIOD WITH THE SAME PRICING, TERMS AND CONDITIONS. THE SECOND, THIRD, FOURTH, OR FIFTH 12 MONTH PERIOD, IF AGREED BY BOTH PARTIES, WOULD BEGIN THE DAY AFTER THE FIRST, SECOND, THIRD, OR FOURTH 12 MONTH PERIOD EXPIRES. ANY SUCCESSIVE EXTENSION MUST HAVE WRITTEN APPROVAL OF BOTH THE STATE AND VENDOR NO LATER THAN 30 DAYS PRIOR TO EXPIRATION OF THE PREVIOUS 12 MONTH PERIOD.

ORDERING PROCESS:

PURCHASES FOR STATE AGENCIES WILL BE MADE BY CONTRACT DELIVERY ORDERS SHOWING SPECIFIC SHIPPING INFORMATION. CITIES, COUNTIES, SCHOOL SYSTEMS AND OTHER POLITICAL SUBDIVISIONS WILL BE RESPONSIBLE FOR ISSUING THEIR OWN PURCHASE ORDERS DIRECTLY TO THE VENDOR.

FUEL REPORT:

UNIT PRICES ONLY INCLUDE "MARGIN OVER FUEL REPORT". A FUEL REPORT WILL BE PREPARED BY STATE PURCHASING BASED OFF THE "AVERAGE" FROM THE HATTIESBURG, MISSISSIPPI LOCATION "HISTORICAL LP (5)" DAILY REPORTS (M-F)* THAT STATE PURCHASING SUBSCRIBES TO FROM OPIS.

* EXCLUDES STATE AND FEDERAL HOLIDAYS.

AWARDED VENDORS MUST REGISTER WITH STATE PURCHASING TO RECEIVE THIS REPORT AND MUST USE THESE FIGURES WHEN INVOICING AGENCIES PURCHASING FUEL FROM THIS CONTRACT.

VENDORS AND AGENCIES PURCHASING FUEL FROM THIS CONTRACT MAY EMAIL TERRI COLE TO RECEIVE THE REPORT: TERRI.COLE@PURCHASING.ALABAMA.GOV IN THE EVENT FUEL IS DELIVERED ON A WEEKEND OR HOLIDAY (DAY THAT THE FUEL REPORT IS NOT DONE), VENDORS MAY CHARGE THE HIGHER OF THE REPORT FROM THE DAY BEFORE OR THE DAY AFTER.

IN THE EVENT THAT THE DESIGNATED SOURCE OF PRICING IS NO LONGER AVAILABLE, STATE PURCHASING WILL WORK WITH VENDORS TO OBTAIN AN ACCEPTABLE ALTERNATIVE METHOD OF PRICING.

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SOURCE OF FUEL REPORT FIGURES "OPIS LP PRICES FOR HATTIESBURG STORAGE PROPANE (ANY)"

QUANTITY:

THE EXACT QUANTITY OF PROPANE TO BE PURCHASED IS UNKNOWN AND THE STATE DOES NOT GUARANTEE ANY CERTAIN QUANTITY TO BE PURCHASED.

MINIMUMS WILL APPLY AS SHOWN ON EACH LINE (I.E. 8,499 GALLONS OR <,OR 8,500 GALLONS OR >, ETC).

SPECIFICATIONS, SAMPLES, PROTOCOLS, ANALYSIS REPORTS:

VENDORS MAY BE REQUIRED TO SUBMIT SPECIFICATIONS, SAMPLES, PROTOCOLS, AND ANALYSIS REPORTS, AT NO ADDITIONAL COST TO THE STATE. INFORMATION, IF REQUESTED, MUST BE SUPPLIED WITHIN 10 BUSINESS DAYS.

REQUESTS FOR SPECIFICATIONS, SAMPLES, PROTOCOLS, AND/OR ANALYSIS REPORTS MAY BE MADE AT ANY TIME PRIOR TO AWARD OR DURING THE CONTRACT.

ANALYSIS REPORTS MUST BE PERFORMED BY AN INDEPENDENT LABRATORY OF THE STATE'S CHOOSING.

FAILURE TO PROVIDE SPECIFICATIONS, SAMPLES, PROTOCOLS, OR ANALYSIS REPORTS OR TO PROVIDE THIS INFORMATION IN A TIMELY MANNER WILL RESULT IN BID REJECTION OR CONTRACT CANCELLATION.

BAD FUEL:

IF SUBSTANTIAL PROOF IS RECEIVED THAT DELIVERED FUEL WAS NOT GOOD (I.E. CONTAINED MATERIALS DAMAGING TO FUEL TANKS) OR THAT THE PRODUCT DOES NOT MEET SPECIFICATIONS, THE VENDOR WILL BE NOTIFIED AND WILL HAVE AN OPPORTUNITY TO MAKE GOOD ON THE DELIVERY AND ANY DAMAGES THAT OCCURRED FROM THE BAD FUEL. REPEATED OFFENSES WILL RESULT IN CONTRACT CANCELLATION AND POSSIBLE DEBARMENT ON FUTURE BIDS BY A TIME PERIOD DETERMINED BY THE STATE PURCHASING DIRECTOR.

PRICING:

PURCHASES FROM THIS CONTRACT WILL BE PAID AT THE CONTRACT DELIVERY UNIT PRICE PER GALLON + THE FUEL REPORT PRICE PER GALLON (BASED ON DELIVERY DATE).

+ ALL APPLICABLE TAXES/FEEES, AS PER FEDERAL, STATE, AND LOCAL LAWS (WHICH ARE ZERO AS OF THE BID ISSUANCE DATE).

DELIVERY SLIP:

VENDORS MUST PROVIDE AGENCIES WITH A DELIVERY SLIP SHOWING THE DATE OF DELIVERY, AS WELL AS THE PRODUCT AND NUMBER OF GALLONS DELIVERED.

INVOICES MUST MATCH THE BOTTOM LINE TOTAL AND NOT SHOW ANY CHARGES THAT ARE NOT SHOWN ON THE CONTRACT.

CREDIT APPLICATION OR OTHER FORMS:

VENDORS MAY NOT REQUIRE AGENCIES TO COMPLETE CREDIT APPLICATION OR OTHER FORMS IN ORDER TO RECEIVE FUEL.

TAXES/FEEES:

IF ANY TAXES FOR LP GAS SHOULD BEGIN TO BE REQUIRED BY FEDERAL OR ANY OTHER GOVERNMENTAL ENTITY, VENDORS MUST NOTIFY STATE PURCHASING, IN WRITING, WITH SUPPORTING DOCUMENTATION.

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TERMS RELATED TO BID PROCESS ONLY

Award:

Award will be made line by line to the lowest responsible bidder meeting all specifications.

Requested information:

Any additional information requested from a vendor must be furnished within five (5) days from receipt of request.

Pricing pages:

Only pricing pages with lines being bid upon need be returned.

Unit Prices:

Prices entered on the RFB must be only "margin over OPIS" and not include any taxes. Any taxes that are not required by federal/state/local entities but are required by the vendor must be included in the unit bid price and not shown separately on the RFB.

Vendors need not enter an amount in the unit price field for the fuel report or tax lines.

PLEASE NOTE: THE EXACT BID COPY REQUIREMENT PER ITEM NUMBER 4 UNDER AUTHORITY OF THIS RFB. PLEASE NOTE: FAILURE TO PROVIDE THE REQUIRED COPY WITH YOUR BID WILL RESULT IN THE REJECTION OF YOUR BID.

PLEASE NOTE: ALL PRICES MUST BE GIVEN PER THE UNIT OF MEASURE IN THE UNIT PRICE SPACE OF THE RFB DOCUMENT. FAILURE TO PROVIDE THE UNIT PRICE AS OUTLINED ABOVE WILL RESULT IN THE REJECTION OF YOUR BID.

ELECTRONIC PAYMENT

Vendors awarded in response to this RFB must accept multiple forms of electronic payment at no additional cost to the State. Payment forms include but are not limited to state issued credit cards, P-cards, EFT or other forms of electronic payment.



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement
Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 200000000034

NOT TO EXCEED AMOUNT:

Begin Date: 10/24/2019

Procurement Folder: 919208

Expiration Date: 10/24/2020

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 10/31/19

Version Number: 2

CONTACT INFORMATION

REQUESTOR:

Patrick Hemme
334-242-7173
Pat.Hemme@purchasing.alabama.gov

ISSUER:

Patrick Hemme
334-242-7173
Pat.Hemme@purchasing.alabama.gov

BUYER:

Patrick Hemme
334-242-7173
Pat.Hemme@purchasing.alabama.gov

CONTRACT DESCRIPTION

MA-Liquid Propane Fuel T115

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000116721: Ferrellgas, L.P.
7500 College Blvd, Suite 1000
Overland Park KS 66210

Contact:

Tori Davis
9136611509
toridavis@Ferrellgas.Com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	1	GAL	\$0.436000	\$0.00			\$0.44	\$0.44

4050353 - PROPANE GAS

Dallas County Tank Wagon Delivery LPG 8,499 Gallons or <.

Dallas County Tank Wagon Delivery LPG 8,499 Gallons or <.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	1	GAL	\$0.437000	\$0.00			\$0.44	\$0.44

4050353 - PROPANE GAS

Lamar County Tank Wagon Delivery LPG 8,499 Gallons or <.

Lamar County Tank Wagon Delivery LPG 8,499 Gallons or <.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	1	GAL	\$0.430000	\$0.00			\$0.43	\$0.43

4050353 - PROPANE GAS

Marengo County Tank Wagon Delivery LPG 8,499 Gallons or <.

Marengo County Tank Wagon Delivery LPG 8,499 Gallons or <.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	1	GAL	\$0.457000	\$0.00			\$0.46	\$0.46

4050353 - PROPANE GAS

Marion County Tank Wagon Delivery LPG 8,499 Gallons or <.

Marion County Tank Wagon Delivery LPG 8,499 Gallons or <.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	1	GAL	\$0.427000	\$0.00			\$0.43	\$0.43

4050353 - PROPANE GAS

Sumter County Tank Wagon Delivery LPG 8,499 Gallons or <.

Sumter County Tank Wagon Delivery LPG 8,499 Gallons or <.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0		\$0.000000	\$0.00			\$0.00	\$0.00

4050353 - PROPANE GAS

OPIS Fuel Report Pricing for Liquid Propane Gas (T115).

OPIS Fuel Report Pricing for Liquid Propane Gas (T115).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0		\$0.000000	\$0.00			\$0.00	\$0.00

4050353 - PROPANE GAS

Taxes/Fees, Federal/State/Local Required LPG (T115)

There are no Taxes/Fees on the T115.

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved:



Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

200000000034	Document Phase Final	Document Description MA-Liquid Propane Fuel T115	Page 3 of 9
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Authority:

The Department of Finance Code of Administrative procedure, Chapter 356-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website www.purchasing.alabama.gov.

Choice of Law; Venue:

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

Not to Constitute a Debt of the State:

The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

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2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.
3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.
4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.
5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.

Bid rejection:

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 Bid responses not signed/not original signature
 Bid responses not notarized/not original signature of notary and/or notary expiration
 Bidder notarized own signature
 Required information not submitted with bid response
 Failure to submit the original bid and a complete exact copy
 Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended by Act 2012-491)

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As a condition for award of this bid, the vendor acknowledges the following:

“By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit <https://www.e-verify.gov/>

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Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at www.adeca.alabama.gov

In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

*****STANDARD TERMS and CONDITIONS*****

Vendor Registration and Subscription Fee

Vendors may receive bid notices by registering at the State of Alabama vendor self-service (VSS) portal, <https://procurement.staars.alabama.gov>. Vendors wishing to respond to Requests for Bids (RFB) must be subscribed. Once registered, you may subscribe by clicking the “Pay Subscription Fee” link at the top of the VSS home page. Payments must be made by credit or debit card.

Subscribed Vendors should provide their VSS-assigned vendor number on all bid submissions. Doing so prevents unnecessary delays in verifying that a vendor is presently subscribed in VSS. Bid responses will not be accepted from non-subscribed vendors.

In the event a vendor fails to provide its VSS-assigned vendor number or provides an incorrect number, the State reserves the right to clarify this information with the vendor. Failure of the vendor to provide the requested clarification within five (5) calendar days may result in the vendor’s response being rejected as non-responsive. A vendor’s subscription must be maintained throughout the term on an active contract, to include any renewal periods.

Non-appropriation of funds

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration

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Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Intent to Award

The State of Alabama – Division of Purchasing will issue an ‘Intent to Award’ before a final award is made. The ‘Intent to Award’ will continue for a period of five (5) calendar days, after which the award will be final provided there are no protests. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-1(14). All protest communications filed via email must be sent to protests@purchasing.alabama.gov

Alternate Bid Response

Unless stated elsewhere in this Request for Bid (RFB) the State of Alabama will accept and evaluate alternate bid submittals on any Request for Bid’s (RFBs) provided the response meets all bid requirements.

Internet Website Link’s

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this Request for Bid (RFB).

Product Delivery, Receiving and Acceptance

In accordance with the Universal Commerce Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

Sales Tax Exemption

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

Invoices

Inquiries concerning invoice payments are to be directed to the receiving agency.

Bid Responses and Bid Results

Unevaluated Bid Responses are available on our website at www.purchasing.alabama.gov. The complete bid file will be made available for review in the Division of Purchasing by scheduling an appointment. We do not provide copies of bid files.

Foreign Corporation – Certificate of Authority

Alabama Law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. Section 10-2B15.01, Code of Alabama 1975. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324. The Certificate of Authority does not prevent the vendor from submitting a bid.

Alabama Preferred Vendor

A “Preferred Vendor” shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.

Priority 1. Produces or manufactures the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid response in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.

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TERMS RELATED TO BID PROCESS ONLY

Award:

Award will be made line by line to the lowest responsible bidder meeting all specifications.

Requested information:

Any additional information requested from a vendor must be furnished within five (5) days from receipt of request.

Pricing pages:

Only pricing pages with lines being bid upon need be returned.

Unit Prices:

Prices entered on the RFB must be only "margin over OPIS" and not include any taxes. Any taxes that are not required by federal/state/local entities but are required by the vendor must be included in the unit bid price and not shown separately on the RFB.

Vendors need not enter an amount in the unit price field for the fuel report or tax lines.

PLEASE NOTE: THE EXACT BID COPY REQUIREMENT PER ITEM NUMBER 4 UNDER AUTHORITY OF THIS RFB. PLEASE NOTE: FAILURE TO PROVIDE THE REQUIRED COPY WITH YOUR BID WILL RESULT IN THE REJECTION OF YOUR BID.

PLEASE NOTE: ALL PRICES MUST BE GIVEN PER THE UNIT OF MEASURE IN THE UNIT PRICE SPACE OF THE RFB DOCUMENT. FAILURE TO PROVIDE THE UNIT PRICE AS OUTLINED ABOVE WILL RESULT IN THE REJECTION OF YOUR BID.

ELECTRONIC PAYMENT

Vendors awarded in response to this RFB must accept multiple forms of electronic payment at no additional cost to the State. Payment forms include but are not limited to state issued credit cards, P-cards, EFT or other forms of electronic payment.

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PURPOSE:

THIS IS A STATEWIDE CONTRACT FOR DELIVERY OF LIQUID PROPANE FUEL, TANKWAGON AND TRANSPORT DELIVERY, TO FUEL TANKS. WET HOSEING OR OTHER TYPES OF DELIVERY (I.E. DELIVERY TO GENERATORS OR VEHICLES) IS NOT INCLUDED IN THIS CONTRACT.

PRICING MAY BE AVAILABLE TO OTHER LOCAL GOVERNMENT ENTITIES, SUCH AS CITIES, COUNTIES, SCHOOLS, UNIVERSITIES, ETC.

ASSIGNMENT OF CONTRACT:

TO ASSIGN, SUBLET OR TRANSFER ANY CONTRACT RESULTING FROM THIS SOLICITATION, THE VENDOR'S WRITTEN REQUEST MUST BE APPROVED BY THE STATE PURCHASING DIRECTOR.

DELIVERY TIME FRAME:

FUEL MUST BE DELIVERED WITHIN 48 HOURS AFTER ORDER IS PLACED BY THE AGENCY. DELIVERY TIME FRAME EXTENSIONS WILL BE DEALT WITH ON A CASE BY CASE BASIS, PROVIDED THE VENDOR NOTIFIES STATE PURCHASING AND/OR THE AGENCY, IN WRITING, OF THE PROBLEM AND THE ANTICIPATED DELIVERY DATE. ALL LATE DELIVERIES MUST BE APPROVED, IN WRITING, BY STATE PURCHASING AND/OR THE AGENCY.

CONTRACT PERIOD:

ESTABLISH A 12 MONTH CONTRACT WITH AN OPTION TO EXTEND FOR A SECOND, THIRD, FOURTH, AND FIFTH 12 MONTH PERIOD WITH THE SAME PRICING, TERMS AND CONDITIONS. THE SECOND, THIRD, FOURTH, OR FIFTH 12 MONTH PERIOD, IF AGREED BY BOTH PARTIES, WOULD BEGIN THE DAY AFTER THE FIRST, SECOND, THIRD, OR FOURTH 12 MONTH PERIOD EXPIRES. ANY SUCCESSIVE EXTENSION MUST HAVE WRITTEN APPROVAL OF BOTH THE STATE AND VENDOR NO LATER THAN 30 DAYS PRIOR TO EXPIRATION OF THE PREVIOUS 12 MONTH PERIOD.

ORDERING PROCESS:

PURCHASES FOR STATE AGENCIES WILL BE MADE BY CONTRACT DELIVERY ORDERS SHOWING SPECIFIC SHIPPING INFORMATION. CITIES, COUNTIES, SCHOOL SYSTEMS AND OTHER POLITICAL SUBDIVISIONS WILL BE RESPONSIBLE FOR ISSUING THEIR OWN PURCHASE ORDERS DIRECTLY TO THE VENDOR.

FUEL REPORT:

UNIT PRICES ONLY INCLUDE "MARGIN OVER FUEL REPORT". A FUEL REPORT WILL BE PREPARED BY STATE PURCHASING BASED OFF THE "AVERAGE" FROM THE HATTIESBURG, MISSISSIPPI LOCATION "HISTORICAL LP (5)" DAILY REPORTS (M-F)* THAT STATE PURCHASING SUBSCRIBES TO FROM OPIS.

* EXCLUDES STATE AND FEDERAL HOLIDAYS.

AWARDED VENDORS MUST REGISTER WITH STATE PURCHASING TO RECEIVE THIS REPORT AND MUST USE THESE FIGURES WHEN INVOICING AGENCIES PURCHASING FUEL FROM THIS CONTRACT.

VENDORS AND AGENCIES PURCHASING FUEL FROM THIS CONTRACT MAY EMAIL TERRI COLE TO RECEIVE THE REPORT: TERRI.COLE@PURCHASING.ALABAMA.GOV IN THE EVENT FUEL IS DELIVERED ON A WEEKEND OR HOLIDAY (DAY THAT THE FUEL REPORT IS NOT DONE), VENDORS MAY CHARGE THE HIGHER OF THE REPORT FROM THE DAY BEFORE OR THE DAY AFTER.

IN THE EVENT THAT THE DESIGNATED SOURCE OF PRICING IS NO LONGER AVAILABLE, STATE PURCHASING WILL WORK WITH VENDORS TO OBTAIN AN ACCEPTABLE ALTERNATIVE METHOD OF PRICING.

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SOURCE OF FUEL REPORT FIGURES "OPIS LP PRICES FOR HATTIESBURG STORAGE PROPANE (ANY)"

QUANTITY:

THE EXACT QUANTITY OF PROPANE TO BE PURCHASED IS UNKNOWN AND THE STATE DOES NOT GUARANTEE ANY CERTAIN QUANTITY TO BE PURCHASED.

MINIMUMS WILL APPLY AS SHOWN ON EACH LINE (I.E. 8,499 GALLONS OR <,OR 8,500 GALLONS OR >, ETC).

SPECIFICATIONS, SAMPLES, PROTOCOLS, ANALYSIS REPORTS:

VENDORS MAY BE REQUIRED TO SUBMIT SPECIFICATIONS, SAMPLES, PROTOCOLS, AND ANALYSIS REPORTS, AT NO ADDITIONAL COST TO THE STATE. INFORMATION, IF REQUESTED, MUST BE SUPPLIED WITHIN 10 BUSINESS DAYS.

REQUESTS FOR SPECIFICATIONS, SAMPLES, PROTOCOLS, AND/OR ANALYSIS REPORTS MAY BE MADE AT ANY TIME PRIOR TO AWARD OR DURING THE CONTRACT.

ANALYSIS REPORTS MUST BE PERFORMED BY AN INDEPENDENT LABRATORY OF THE STATE'S CHOOSING.

FAILURE TO PROVIDE SPECIFICATIONS, SAMPLES, PROTOCOLS, OR ANALYSIS REPORTS OR TO PROVIDE THIS INFORMATION IN A TIMELY MANNER WILL RESULT IN BID REJECTION OR CONTRACT CANCELLATION.

BAD FUEL:

IF SUBSTANTIAL PROOF IS RECEIVED THAT DELIVERED FUEL WAS NOT GOOD (I.E. CONTAINED MATERIALS DAMAGING TO FUEL TANKS) OR THAT THE PRODUCT DOES NOT MEET SPECIFICATIONS, THE VENDOR WILL BE NOTIFIED AND WILL HAVE AN OPPORTUNITY TO MAKE GOOD ON THE DELIVERY AND ANY DAMAGES THAT OCCURRED FROM THE BAD FUEL. REPEATED OFFENSES WILL RESULT IN CONTRACT CANCELLATION AND POSSIBLE DEBARMENT ON FUTURE BIDS BY A TIME PERIOD DETERMINED BY THE STATE PURCHASING DIRECTOR.

PRICING:

PURCHASES FROM THIS CONTRACT WILL BE PAID AT THE CONTRACT DELIVERY UNIT PRICE PER GALLON + THE FUEL REPORT PRICE PER GALLON (BASED ON DELIVERY DATE).

+ ALL APPLICABLE TAXES/FEES, AS PER FEDERAL, STATE, AND LOCAL LAWS (WHICH ARE ZERO AS OF THE BID ISSUANCE DATE).

DELIVERY SLIP:

VENDORS MUST PROVIDE AGENCIES WITH A DELIVERY SLIP SHOWING THE DATE OF DELIVERY, AS WELL AS THE PRODUCT AND NUMBER OF GALLONS DELIVERED.

INVOICES MUST MATCH THE BOTTOM LINE TOTAL AND NOT SHOW ANY CHARGES THAT ARE NOT SHOWN ON THE CONTRACT.

CREDIT APPLICATION OR OTHER FORMS:

VENDORS MAY NOT REQUIRE AGENCIES TO COMPLETE CREDIT APPLICATION OR OTHER FORMS IN ORDER TO RECEIVE FUEL.

TAXES/FEES:

IF ANY TAXES FOR LP GAS SHOULD BEGIN TO BE REQUIRED BY FEDERAL OR ANY OTHER GOVERNMENTAL ENTITY, VENDORS MUST NOTIFY STATE PURCHASING, IN WRITING, WITH SUPPORTING DOCUMENTATION.

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